

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on October 6, 2023, a true and correct copy of this document was served on all parties and counsel of record via CM/ECF.

/s/ Trey Crawford

Trey Crawford

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

J.B. INTERNATIONAL, LLC d/b/a
J. BIRNBACH,

Plaintiff,

v.

WILLIAM NOBLE RARE JEWELS, L.P.,
and WILLIAM NOBLE,

Defendants.

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Civil Action No. 3:22-cv-01422

DECLARATION OF WILLIAM “BILL” NOBLE

I, William “Bill” Noble, declare as follows:

1. My name is William “Bill” Noble. I am over 21 years of age and have personal knowledge of the matters stated herein, which are true and correct. If called as a witness, I could and would testify to such facts under oath.

2. I founded William Noble Rare Jewels, L.P. (“WNRJ”) in 1983, which has since served as the purveyor of rare gemstones, antique and estate jewelry. I have served as a principal of WNRJ since its inception. WNRJ is often referenced by customers and vendors as “William Noble.” I introduce myself, and prefer to be personally addressed, as “Bill Noble.” Many customers and vendors address me as “Bill Noble.”

3. WNRJ is a luxury jewelry store that sources the finest gems and exceptional rare jewelry from all over the world. There are two methods by which WNRJ sources jewelry: (1) “buy-for-stock”; or (2) consignment. “Buy-for-stock” means that WNRJ buys jewelry from a vendor as new inventory. Consignment means that a vendor, without transferring title, transfers possession of jewelry to WNRJ for sale.

4. As a representative of WNRJ, I have conducted business with Jonathan Birnbach, as a representative of J.B. International, LLC d/b/a J. Birnbach (“Birnbach”) for many years. Birnbach consigned its jewelry to WNRJ for sale, upon which WNRJ was to pay Birnbach the jewelry’s sales price less WNRJ’s commission. My business dealings with Birnbach have only ever been as a representative of WNRJ. Birnbach has never consigned jewelry to me in my individual capacity.

5. Whenever Birnbach consigned jewelry to WNRJ, the parties understood that WNRJ would sell the subject jewelry out of its present store. Between April 2019 and January 2020, WNRJ operated a store out of 54 Highland Park Village, Dallas, Texas 75202.

6. Between April 2019 and January 2020, Birnbach consigned certain jewelry to WNRJ. In connection with these consignments, Birnbach prepared and provided WNRJ certain invoices and/or memoranda. I did not sign these invoices and/or memoranda. I did not agree to the insertion of any “personally guaranteed” language in any invoice and/or memoranda. Further, I would not have accepted consignment of jewelry from Birnbach if it advised any consignment would be made to me in an individual capacity.


7. In August 2019, and as a representative of WNRJ, I executed a letter agreement regarding certain unpaid invoices between Birnbach and WNRJ. I did not execute the letter agreement in my individual capacity. Had Birnbach demanded that I execute the letter agreement in my individual capacity, I would not have done so.

8. In the winter of 2019, Birnbach requested that I personally guarantee any jewelry sold to (not consigned to) WNRJ. I did not understand Birnbach to be requesting a personal guaranty of any items consigned to WNRJ. I would not have made any such personal guaranty. Further, by my e-mail to Birnbach dated December 20, 2019, I did not intend to personally

guarantee items consigned to WNRJ. I have never agreed to personally guarantee items consigned to WNRJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of October, 2023.

DocuSigned by:

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William "Bill" Noble